

ToneSpeak – Seven Year Limited Warranty Statement, United States

MISCO, Minneapolis Speaker Company, warrants to the original retail purchaser that this product will be free from defective materials and workmanship for Seven (7) year from the date of purchase, subject to the limitations below. This warranty period is not extended if we repair or replace the product. Except as limited below, if this product proves defective in either material or workmanship, MISCO, at its option, will (a) repair the product, or (b) replace the product, at no charge for parts or labor or (c) refund. If the product model is no longer available and cannot be repaired effectively or replaced with an identical model, MISCO at its sole option may replace the unit with a current model of equal or greater value. In some cases, modification to the mounting surface may be required where a new model is substituted. MISCO assumes no responsibility or liability for such modification. To obtain a repair or replacement under the terms of this warranty, you must return the product to MISCO or from which it was purchased with your original receipt. Retail customer must contact our warranty service number at 800-276-9955 to arrange for return of the product to us or in-field destruction of the product at our option, as well as provision of your original receipt to us. Return, repair, and replacement shipping, liability, and cost is the responsibility of the original retail purchaser.

Limitations:

- This limited warranty does not cover failure of the product arising, in whole or in part, from improper installation, storage, transportation, misuse, abuse, accident, neglect, mishandling, unauthorized repair, modification, or wear from ordinary use or environmental deterioration. □
- This limited warranty does not cover cosmetic damage, including paint damage, or consequential damage to other components or premises which may result for any reason from the failure of the product. □
- This limited warranty is null and void for products not used in accordance with MISCO's instructions. □
- This limited warranty is null and void for products with altered or missing serial numbers and for products not purchased from MISCO or an authorized dealer. □
- This limited warranty terminates if the original retail purchaser sells or otherwise transfers this product. □
- This limited warranty is null and void for defects or damage caused by installation or repair performed by any person or entity other than MISCO. □

This warranty does not cover defects or damage arising from abuse, improper use or maintenance, normal wear and tear, commercial use, accident or external causes. Unauthorized repair, modification or customization of your product voids this warranty. For warranty service on covered defects during the warranty □

period, contact MISCO using the contact information at support@miscospeakers.com or call 800-276-9955. Prior to providing warranty service, MISCO may require you to provide proof of purchase details, including

but not limited to a receipt or sales invoice. This limited warranty gives you specific rights that are in addition to other rights you may have under applicable laws.

TO THE EXTENT PERMITTED BY LAW, HOWEVER, THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MISCO. MISCO DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND MISCO'S TOTAL LIABILITY SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS WARRANTY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. MISCO'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT OR REPAIR AS SET FORTH IN THIS WARRANTY STATEMENT. MISCO DOES NOT ACCEPT LIABILITY FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES OR LOSSES OR FOR PRODUCTS NOT BEING AVAILABLE FOR USE. THE MAXIMUM LIABILITY FOR WHICH MISCO MAY BE RESPONSIBLE WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Warranty Outside the U.S.A.

The Warranty on this product shall comply with applicable law when sold to a retail consumer outside of the United States. To obtain any applicable warranty service, please contact MISCO.